

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road Arcadia, California 91006-5872 http://acwm.lacounty.gov



Richard K. lizuka Chief Deputy

November 30, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

45 November 30, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL OF COOPERATIVE GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF LIGHT BROWN APPLE MOTH (LBAM) IN LOS ANGELES COUNTY (ALL DISTRICTS) (3-VOTES)

SUBJECT

This grant agreement is essential as part of our Exotic Pest Detection Program to place, service, and relocate over 4,955 traps to detect and prevent the establishment of Light Brown Apple Moth (LBAM) in Los Angeles County. LBAM is a serious pest of over 200 host plants, and a major threat to our state's agricultural industry.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Instruct the Agricultural Commissioner/Director of Weights and Measures, on behalf of the Chairman, to sign the attached agreement in the amount of \$185,704.00 with the California Department of Food and Agriculture (CDFA) effective July 1, 2010, through June 30, 2011, to continue detection trapping of LBAM.
- 2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board Offices.

The Honorable Board of Supervisors 11/30/2010 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to enable the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) to maintain a critical insect trapping program which places, services, and relocates over 4,955 traps to detect and prevent the establishment of LBAM in Los Angeles County. Los Angeles County is unique due to its large size and the vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increase the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Agricultural Commissioner/Director of Weights and Measures sign and execute amendments to fund additional work that may be required for the program described in this agreement. Therefore, we request that the Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals

This agreement supports the Countywide Strategic Plan Goal 1: Operational Effectiveness.

Service is enhanced to the County's residents through locally administered, efficient operations as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$185,704.00 for direct and indirect expenses to the County for one year of operation for LBAM detection.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is for the period July 1, 2010, through June 30, 2011. The contract has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support continuing program services for the entirety of Fiscal Year 2010-2011.

The Honorable Board of Supervisors 11/30/2010 Page 3

Respectfully submitted,

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RKI:JW:kw

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

AGREEMENT NUMBER

LBAM10LA1

1.	This Agreement is entered into between the State Agency and the Recipient named below:						
	STATE AGENCY'S NAME DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)						
	RECIPIENT'S NAME County of Los Ángeles						
2.	The term of this Agreement is:	July 1, 2010 through June 30, 2011	<i>Y</i> 1				
3.	The maximum amount of this Agreement is:	\$185,704.00					
4.	ne parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a art of the Agreement:						
	Exĥibit A – Scope of Work		Page 2				
	Exhibit B – Budget Detail and Payment F	Provisions	Pages 3 – 4				
	Exhibit C - General Terms and Condition	ns	Pages 5 – 7				
	Exhibit D – Additional Provisions		Page 8				
	Exhibit F – Federal Special Terms and C	Page 9					
IN \	WITNESS WHEREOF, this Agreement has been e	executed by the parties hereto. RECIPIENT					
REC	CIPIENT'S NAME (If other than an individual, state whether	r a corporation, partnership, etc.)					
BY ((Authorized Signature)	DATE SIGNED (Do not type)					
PRI	NTED NAME AND TITLE OF PERSON SIGNING						
ADE	DRESS						
		STATE OF CALIFORNIA					
	ENCY NAME PARTMENT OF FOOD AND AGRICULT	JRE (CDFA)					
BY ('Authorized Signature)	DATE SIGNED (Do not type)					
	NTED NAME AND TITLE OF PERSON SIGNING THY ALAMEDA, MANAGER, FEDERAL FUND	DS MANAGEMENT OFFICE	colon .				
	PRESS		aprov Chi				
1220 N STREET SACRAMENTO, CA 95814							

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Los Angeles County Agreement

SCOPE OF WORK

1. Recipient agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of Light Brown Apple Moth (LBAM) which is considered hazardous to agriculture and to economy of California. This Agreement may include delimitation work associated with the detection of one or more life stages of the LBAM in a county.

- 2. Services shall be performed in and throughout the County of Los Angeles.
- 3. The managers for this agreement:

FOR CD	FA -	FOR RECIPIENT -		
Name:	Duane Schnabel	Name: Kurt Floren		
Unit:	Light Brown Apple Moth (LBAM)	Section/Unit: Agricultural Commissioner		
Address:	1220 N Street, Room 341	Address: 12300 Lower Azusa Rd.		
	Sacramento, CA 95814	Arcadia, CA 91005		
Phone:	916-654-0768	Phone: (626) 575-5451		
Fax:	916-651-2870	Fax: (626) 861-0278		
Email:	dschnabel@cdfa.ca.gov	Email: losangag@acwm.co.la.ca.us		

4. See Attachment 1, Scope of Work, for a detailed description of work to be performed and the duties of all parties.

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EXHIBIT B

TERMS & CONDITIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. <u>Invoicing and Payment</u>

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Grant Agreement.
- B. Invoices shall be submitted not more frequently than monthly in arrears. Invoices shall be submitted to the California Department of Food and Agriculture (CDFA), LBAM Program within thirty (30) days after the end of the month. In the event that no work was performed for a certain month, the Recipient is required to notify the CDFA, LBAM Program in writing via letter, email, or fax.
- C. A final invoice shall be submitted for payment no more than sixty (60) days following the expiration date of this Grant Agreement, unless an alternate deadline is agreed upon in writing by the CDFA, LBAM Program Contact. This should be clearly marked "FINAL INVOICE," thus indicating that all payment obligations of the State under this Grant Agreement have ceased and that no further payments are due or outstanding.
- D. The Recipient is hereby advised that 10 percent (10%) of the payment for activities described in this Grant Agreement will be withheld until the CDFA, LBAM Program is satisfied that provisions of the Scope of Work have been fulfilled.
- E. All invoices must be signed by the Recipient's signatory. All invoices must conform to the attached Sample Invoice submitted in triplicate, including the original, to the CDFA, LBAM Program address as specified in Exhibit A.
- F. Any travel and subsistence payments authorized under this Grant Agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, California Code of Regulations.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Grant Agreement and the Recipient shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer to amend the Grant Agreement to reflect the reduced amount.

Agreement No.: LBAM10LA1 Page 4 of 9

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in the California Code of Regulations, Government Code Chapter 4.5, commencing with Section 927.

4. Allowable Line Item Shifts

- A. Upon approval of the CDFA, LBAM Program, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit A, Scope of Work, so long as the annual Grant Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from CDFA, LBAM Program when a line item shift amount is over ten percent (10%).

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient and its subcontractors must comply with all applicable State and Federal regulations including the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient must maintain adequate documentation for expenditures subject to this Grant Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Grant Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Grant Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. The Recipient must maintain and have available, upon request of CDFA or its designee, all financial records and documentation pertaining to this Grant Agreement. These records and documentation shall be kept for three (3) years after completion of the grant period or until final resolution of any performance/compliance review concerns or litigation claims related to the federally awarded grant letter.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not seek reimbursement for costs incurred prior to the commencement date or after the expiration date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA.

3. Indemnification

Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

Recipient shall continue with the responsibilities under this Agreement during any dispute.

5. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Recipient under this Agreement and the balance, if any, shall be paid to the Recipient upon demand.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Recipients and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient shall abide by its policy that labor organization which have a collective bargaining or other Agreement with the Recipient and its contractors shall have a written notice of the Recipient's and Contractor's obligations under the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the California Code of Regulations (Title 2, Section 7285 et seg.) incorporated into this Agreement by reference.

Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. <u>Timeliness</u>

Time is of the essence in this Agreement.

10. Compensation

The consideration to be paid Recipient, as provided herein, shall be in compensation for all of Recipient's expenses incurred in the performance hereof, including travel, per-diem, and taxes, unless otherwise expressly so provided.

11. Governing Law

This Agreement is governed by and shall be interpreted in accordance with all applicable Federal and State laws and regulations.

12. <u>Unenforceable Provision</u>

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

13. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Grant Agreement. California may pay any applicable sales and use tax imposed by another state.

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14. Settlement of Disputes

In the event of a dispute, the Recipient shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Recipient, CDFA Program Manager and the Federal Funds Management Office Manager for the purpose of resolving the dispute. The decision of the Agency Secretary shall be final. In the event of a dispute, the language contained within this Grant Agreement shall prevail.

15. Potential Contractors

If the Recipient contracts for a portion of the work required by this Grant Agreement, nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any contractors, and no contract shall relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

16. Right to Terminate

CDFA reserves the right to terminate this Grant Agreement subject to thirty (30) days written notice to the Recipient. The recipient may submit a written request to terminate this agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

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EXHIBIT D

ADDITIONAL PROVISIONS

1. Reporting Requirements

The Recipient must submit reports and updates specified in Exhibit A, Scope of Work.

2. Work Plan Changes

Should either party, during the period of this Grant Agreement, desire a change to Exhibit A, Scope of Work, the changes shall be proposed in writing to the other party via letter, fax or email. The other party will respond in writing via letter, fax or email as to whether the proposed changes are accepted. At its discretion, the U.S Department of Agriculture may also choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Grant Agreement.

3. Performance/ Compliance Reviews

- A. The Recipient agrees to allow a review of their records and documents pertaining to performance/compliance of this Grant Agreement.
- B. The Recipient agrees to allow the reviewer access to records during normal business hours and to allow interviews of any employees who may reasonably have information related to the records
- C. The Recipient agrees to prepare a corrective action plan in response to performance/compliance concerns submitted in writing to the Recipient.

4. Project Results

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

5. News Releases/ Public Conferences

The Recipient agrees to notify CDFA's Public Affairs Office in writing via fax at (916) 657-4240 or by email at cdfa.ca.gov at least two working days before any news releases or public conferences initiated by the Recipient or its sub-contractors in regards to the project described in Exhibit A Scope of Work and any project results.

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EXHIBIT E

FEDERAL SPECIAL TERMS AND CONDITIONS

1. Davis-Bacon Act

The Recipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

3. Single Audit Act Amendments of 1996

The Recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Drug-Free Environment

The Recipient will make a good-faith effort to provide and maintain a drug-free environment by prohibiting illicit drugs in the workplace, providing employees with drug-free policy statements (including penalties for noncompliance), and establishing necessary awareness programs to keep employees informed about the availability of counseling, rehabilitation, and related services (§5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose).

5. Use of Federal Funds for Lobbying

The Recipient has not used and will not use Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award or modification of any contract, grant, cooperative agreement, or loan; will disclose the name, address, payment details, and purpose of any agreements with lobbyists for whom it or its contractors or grantees have paid or will pay with profits or non-appropriated funds on or after December 23, 1989, for any award action in excess of \$100,000 (or \$150,000 for loans); will file quarterly updates about the use of lobbyists if material changes occur; and will require its nonexempt contractors or grantees to certify and disclose accordingly [§319, Pub. L. No. 101-121 (31 U.S.C. 1352), as implemented by 7 CFR Part 3018].

6. <u>Debarment, Suspension, Criminal or Civil Convictions</u>

The Recipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; have not been convicted or indicted under criminal or civil statutes or had one or more public transactions terminated for cause or default within the past three years; will provide immediate written notice to the CDFA Federal Funds Management Office if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this grant award to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

7. All Other Federal Laws

The Recipient and its subcontractors will comply with all applicable requirements of Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.

COUNTY DEPARTMENT OF AGRICULTURE Los Angeles FY 2010-11 Light Brown Apple Moth Work Plan **Piggyback Trapping** A. PERSONNEL TOTAL 1. STAFF - Detection Trappers HOURS/ WORK DAY DAYS HOURS 55 4,973.00 6465 26.00 2 0.00 0.00 0 3 0.00 0.00 4 0.00 0.00 0 5 0.00 0.00 0 6 0.00 0.00 0 7 0.00 0.00 0 8 0.00 0.00 0 9 0.00 0.00 0 10 0.00 0.00 0 2. SALARIES - Detection Trappers **HOURLY RATE** w/o BENEFITS HOURS SALARY 55 \$18.748 \$121,206.00 6465 2 \$0.00 0 \$0.00 3 \$0.00 0 \$0.00 4 0 \$0.00 \$0.00 5 \$0.00 0 \$0.00 6 \$0.00 0 \$0.00 7 \$0.00 0 \$0.00 8 \$0.00 0 \$0.00 9 \$0.00 0 \$0.00 10 \$0.00 0 \$0.00 Subtotal: \$121,206.00 3. BENEFITS - Detection Trappers BENEFIT BENEFIT RATE (%) SALARY COST 1 55 \$61,027.00 50.3500% \$121,206.00 2 0.0000% \$0.00 \$0.00 3 0.0000% \$0.00 \$0.00 4 0.0000% \$0.00 \$0.00 5 0.0000% \$0.00 \$0.00 6 0.0000% \$0.00 \$0.00 0.0000% \$0.00 \$0.00 8 0.0000% \$0.00 \$0.00 9 0.0000% \$0.00 \$0.00 10 0.0000% \$0.00 \$0.00 \$61,027.00 Subtotal: **DETECTION STAFF SUBTOTAL:** \$182,233.00 4. STAFF - Non-Detection HOURS/ WORK DAY DAYS HOURS 1 Staff Assistant III 1.00 52.00 52 2 0.00 0.00 0 3 0.00 0.00 0 4 0.00 0.00 0 5 0.00 0.00 0 6 0.00 0.00 0 0.00 0.00 0 5. SALARIES - Non-Detection Staff **HOURLY RATE** w/o BENEFITS HOURS SALARY 1 Staff Assistant III \$1,847.00 \$35.524 52 2 \$0.00 0 \$0.00 3 \$0.00 0 \$0.00 4 \$0.00 0 \$0.00 5 \$0.00 0 \$0.00

\$0.00

\$0.00

0

0

Subtotal:

\$0.00

\$0.00

\$1,847.00

6

6. BENEFITS - Non-Detect	ion Staff			BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Staff Assistant III 2				50.3500% 0.0000%	\$1,847.00 \$0.00	\$930.00 \$0.00
3				0.0000%	\$0.00	\$0.00
4				0.0000%	\$0.00	\$0.00
5				0.0000%	\$0.00	\$0.00
6				0.0000%	\$0.00	\$0.00
7				0.0000%	\$0.00	\$0.00
,				0.000076	Subtotal:	\$930.00
				NON-DETECTION S	TAFF SUBTOTAL:	\$2,777.00
						OVERHEAD
				SALARIES	BENEFITS	COST
25 % Overhead (Not to e	exceed 25%)			\$1,847.00	\$930.00	\$694.00
				TOTAL PE	RSONNEL COST :	\$3,471.00
B. SUPPLIES (Itemized, such	as: trapping p	oles, office sup	oplies, etc.,)			
	<u>Description</u>					Cost
a.						\$0.00
b.						\$0.00
c.						\$0.00
d.						\$0.00
	***************************************			TOTA	L SUPPLY COST:	\$0.00
C. VEHICLE OPERATIONS		COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
	1				\$0.500	\$0.00
	_	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
	1	0	0	0	\$0.285	\$0.00
	NO. OF LEASED	COST PER	NO. OF USAGE	MILEAGE PER	COST PER	
	VEHICLES	MONTH	MONTHS	MONTH	MILE*	COST
0		0	0	0	\$0.285	\$0.00
* Per federal audit guidelines, this rate	cannot be exce	eded. However, i	f your county's int	Control of the Contro	CLE COST TOTAL: ate, that rate may be ap	\$0.00 plied.
	Г	20	10-11 LBAM	Piggyback Trappi	ing Total Cost:	\$185,704.00
				337		7.00,101,00
COMMENTS:						
			BREEDWINSZEIGE			

Enter County Name

COUNTY DEPARTMENT OF AGRICULTURE **Light Brown Apple Moth Invoice**

Rev. March 2009

Date: Enter Date

Contract Number: Enter Contract Number Billing Period: Enter Billing Period

PERSONNEL CLASSIFICATIONS TIME FACTOR **HOURS** RATE/HOUR TOTAL 1 Enter Employee Classification 0.05 0 \$0.00 \$0.00 2 Enter Employee Classification 0.05 0 \$0.00 \$0.00 3 Enter Employee Classification 0.05 0 \$0.00 \$0.00 4 Enter Employee Classification 0.05 0 \$0.00 \$0.00 5 Enter Employee Classification 0.05 0 \$0.00 \$0.00 6 Enter Employee Classification 0.05 0 \$0.00 \$0.00 7 Enter Employee Classification 0.05 0 \$0.00 \$0.00 8 Enter Employee Classification 0.05 0 \$0.00 \$0.00 9 Enter Employee Classification 0.05 0 \$0.00 \$0.00 10 Enter Employee Classification 0.05 0 \$0.00 \$0.00 SALARY SUBTOTAL: \$0.00 STAFF BENEFITS BENEFIT BENEFIT SALARY RATE % COST 1 Enter Employee Classification 0.0000% \$0.00 \$0.00 2 Enter Employee Classification 0.0000% \$0.00 \$0.00 3 Enter Employee Classification 0.0000% \$0.00 \$0.00 4 Enter Employee Classification 0.0000% \$0.00 \$0.00 5 Enter Employee Classification 0.0000% \$0.00 \$0.00 6 Enter Employee Classification 0.0000% \$0.00 \$0.00 7 Enter Employee Classification 0.0000% \$0.00 \$0.00 8 Enter Employee Classification 0.0000% \$0.00 \$0.00 9 Enter Employee Classification 0.0000% \$0.00 \$0.00 10 Enter Employee Classification 0.0000% \$0.00 \$0.00 BENEFIT SUBTOTAL: \$0.00 **OVERHEAD SALARIES BENEFITS** COST % Overhead (Not to exceed 25%) \$0.00 \$0.00 **TOTAL PERSONNEL COST:** \$0.00 B. SUPPLIES (Itemized such as: Trapping poles, office supplies, etc.) DESCRISPTION COST a. \$0.00 b. \$0.00 C. \$0.00 d. \$0.00 TOTAL SUPPLY COST: \$0.00 TRANSPORTATION LICENSE# OWNED BY MILES RATE* COST 0.00 \$0.000 \$0.00 0.00 \$0.000 \$0.00 \$0.000 0.00 \$0.00 0.00 \$0.000 \$0.00 0.00 \$0.000 \$0.00 0.00 \$0.000 \$0.00 0.00 \$0.000 \$0.00 TOTAL TRANSPORTATION COST: \$0.00

If funded otherwise, the rate = \$0.285 per mile.

TOTAL INVOICE FOR:

Enter County Name

\$0.00

COMMENTS:

^{*} Mileage Rates: County-owned vehicle = \$0.55 per mile, or less if the county internal policy uses a lower rate.

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Light Brown Apple Moth Trapping Guide July 1, 2010 – June 30, 2011

SPECIFICATIONS FOR COUNTY AGRICULTURAL COMMISSIONERS TO CONDUCT LIGHT BROWN APPLE MOTH (LBAM) TRAPPING

PROGRAM: Light Brown Apple Moth (LBAM) Trapping, (Detection, Nursery, Cropland)

TYPE OF TRAP: Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a medfly lure basket to secure the pheromone septum.

The trap consists of four parts: trap body, insert, septum and trap hanger.

ATTRACTANT: A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

DETECTION TRAPPING SEASON:

A. Counties that normally manage year-round detection trapping programs – continue with two-week service interval. Currently these are:

Los Angeles Orange Riverside San Bernardino San Diego Santa Barbara Ventura

B. Counties that do not trap year round. All trapping will be conducted during the normal detection trapping season with two-week service interval. Currently these are:

Amador Butte Calaveras Colusa El Dorado Fresno Glenn Kern Kings Lake Madera Mariposa Mendocino Merced Nevada Placer Sacramento San Joaquin San Luis Obispo Shasta Stanislaus Sutter Tehama Tulare Tuolumne Yolo Yuba

C. Counties that are partially within the contiguous LBAM State Interior Quarantine – will trap in the portion of the county that is outside the contiguous LBAM State Interior Quarantine boundary (includes detection trapping in satellite quarantine areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda Contra Costa Marin Monterey Napa San Benito Santa Clara Solano Sonoma

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D. Counties that are completely within the State Interior Quarantine and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

San Francisco San Mateo Santa Cruz

E. Counties where LBAM trapping is not biologically warranted, will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine Del Norte Humboldt Imperial Inyo Lassen Modoc Mono Plumas Siskiyou Sierra Trinity

DETECTION TRAP DENSITY: Statewide – Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be medfly or glassy-wing (GWSS) locations. However, other trap sites may be utilized if medfly or GWSS sites are not available.

NURSERY TRAP DENSITY: Federally Regulated Area – Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate. Premises or farms that are larger than five acres must maintain traps at a density of one trap every five acres or less. Premises or farms that are equal to or less than five acres must be trapped with a minimum of one trap. Traps should be piggybacked with glassy-wing (GWSS) locations when possible

CROPLAND TRAP DENSITY: Federally Regulated Area – Trapping for LBAM must occur on each premises or farm in a LBAM quarantined area that ships regulated articles intrastate and interstate in areas 1.5 miles or less from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland.

INSPECTION FREQUENCY:

Detection, Nursery, and Cropland Trapping – Once every 14 days.

Delimitation Survey – When a confirmed LBAM is trapped, pheromone baited Jackson traps will be placed uniformly over a nine square mile area. One hundred traps will be placed in the core square mile with twenty-five traps placed in each of the square miles surrounding the core. A total of 300 traps will be deployed. All traps should be placed within 24 hours and inspected once the following day. Traps should be serviced weekly thereafter until determined otherwise.

HOSTS: The moth has a wide-range of unrelated hosts including: Apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

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SELECTION OF TRAPPING SITES: Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10 foot separation.

HANGING THE TRAP: Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. THIS IS IMPORTANT! When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side (DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!).

The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

TRAP INSPECTION AND SERVICING: When inspecting traps, the following steps should be taken:

- 1. Remove the trap from the tree.
- 2. Pull out insert and examine entire area of stickum.
- 3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
- 4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
- 5. Change inserts every month or more often as needed. Always change the insert when relocating the trap. Mark new inserts with the trap number and placement date.
- 6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
- 7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

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COLLECTION AND SUBMISSION OF SAMPLES: The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

BAITING INTERVAL: Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

TRAP RELOCATION: Relocate the trap on the same relocation interval as the trap with which it is piggybacked.